



City of Manhattan Beach
Master Project Agreement

Core & Main LP
610 Young Street
Santa Ana, CA 92705

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Master Project Agreement

This Master Project Agreement (as hereinafter defined, this "Agreement") dated as of February 18, 2020 between Core & Main LP, a Florida limited partnership (as hereinafter defined, "Core & Main"), and The City of Manhattan Beach, CA (as hereinafter defined, "Client").

1. **Purpose and Scope.** The Agreement is a Master Project Agreement to provide certain Work to Client. Core & Main agrees to undertake the necessary Work as specified in this Agreement, and Client agrees to take all actions that are identified in this Agreement and to pay Core & Main in the manner contemplated by this Agreement. This Agreement consists of the text set forth herein and the text set forth in each Appendix to this Agreement that is executed and delivered by the Parties. The Appendices checked below are the only Appendices that have been executed and delivered by the Parties as part of this Agreement (provided, however, that Exhibits that are part of a stated Appendix also shall be part of this Agreement):

- ☒ Appendix A--Procurement, Installation and Management Contract
- ☐ Appendix B--Insurance
- ☐ Appendix C--Reserved
- ☒ Appendix D--Warranty

2. **Definitions and Terminology.** When used in this Agreement or in any of its attachments, the following capitalized terms shall have the respective meanings as follows:

"Agreement" shall mean this Master Project Agreement, to include all Appendices and Exhibits.

"AWWA" shall mean the American Water Works Association

"AMR" shall mean Automatic Meter Reading

"AMI" shall mean Advanced Metering Infrastructure

"Client" shall mean The City of Manhattan Beach.

"Factory Installation Recommendation" shall mean guidelines for installation procedures given by the manufacturer of the equipment.

"Financing Contract" shall mean any separate financing agreement that may be executed and delivered by the Parties as contemplated by Appendix C to this Agreement, but only to the extent that Section 1 of this Agreement shall indicate that Appendix C applies to this Agreement. No Financing Contract delivered pursuant to this Agreement shall constitute a part of this Agreement, and this Agreement does not constitute a part of any Financing Contract executed and delivered by the Parties.

"Force Majeure" shall mean conditions beyond the reasonable control, or not the result of willful misconduct or negligence of the Party, including, without limitation acts of God, storms, extraordinary weather, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of Project Materials and Supplies, and unavailability of fuel.

"Hazardous Materials" are any materials, substances, chemicals, and wastes recognized as hazardous or toxic (or other interchangeable terms of equal meaning) under applicable laws, regulations, rules, ordinances, and any governmental or authoritative body having jurisdiction over the execution of this Agreement and its attachments.

“Core & Main” shall mean Core & Main LP, a limited partnership, together with its successors.

“Installation Contract” shall mean the Procurement, Installation, and Management Contract attached to this Agreement as Appendix A, but only to the extent that the Parties have executed and delivered such Appendix A.

“Manufacturer Defect” shall mean any fault or defect in materials or workmanship that manifests itself during the Warranty Period and is covered by the manufacturer’s warranty.

“Manufacturer’s Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Party” shall mean either Core & Main or Client.

“Project” shall mean the work to be performed by Core & Main or its subcontractors as described in this Agreement.

“Project Materials and Supplies” shall mean the materials and equipment specified in Appendix A.

“RF” shall be interchangeable with the term Radio Frequency.

“State” shall mean the State of California in which Client is located.

“Third Party” shall mean a person or entity other than Client or Core & Main.

“Utility Service Area” shall mean the geographic area where the Project will be installed and the Work (and, if applicable, the Services) will be performed. This geographic area shall be specifically defined as the City of Manhattan Beach and any other geographic areas including Client’s system that Core & Main, in its discretion, shall approve in writing for inclusion in the Utility Service Area.

“Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Work” shall mean all work required for the completion of Core & Main’s obligations under this Agreement, including, to the extent that the Parties execute and deliver the Installation Contract attached hereto as Appendix A, the installation Work contemplated by the Installation Contract.

3. **Term.** The Term of this Agreement shall begin on the commencement date as listed in the opening paragraph and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A. Notwithstanding the foregoing, either Party may terminate this Agreement and the Services and Work described herein by giving the other Party sixty (60) days prior written notice of its termination of this Agreement. No such termination shall have the effect of terminating any Financing Contract between the Parties if there are any amounts outstanding in respect of such Financing Contract.

4. **Core & Main’s Responsibility.** Core & Main shall provide Services, supply Project Materials and Supplies, and do all other Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. Any Work beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

5. **Client’s Responsibility.** Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed, Project Materials and Supplies furnished, or Services rendered. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

6. **Default of Client.** The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) any material failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure

period specified in this Agreement. If an event of Default by Client occurs, Core & Main will exercise any and all remedies available to it under this Agreement.

7. **Default of Core & Main.** The following events shall be considered events of default on the part of Core & Main (a) failure of Core & Main to provide adequate personnel, equipment, and supplies in accordance with the provisions and specifications of this Agreement, (b) any failure to promptly re-perform, within a reasonable time, Work or Services that properly were rejected as defective or nonconforming, (c) the failure of Core & Main to deliver its Work and Services free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main, (d) any representation or warranty (other than a warranty as contemplated by Section 10 of this Agreement) provided by Core & Main proves to be materially false or misleading when made, (e) any material failure of Core & Main to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. In the event of default by Core & Main, Client may exercise any and all remedies available to it under this Agreement.

8. **Insolvency.** In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or Federal Law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt be filed, or should an attachment be levied upon either Parties equipment and not removed within five (5) days therefrom, then upon the occurrence of any such event, the other Party shall thereupon have the right to cancel this Agreement and to terminate immediately all work hereunder without further obligation.

9. **Taxes, Permits, and Fees.** Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project; however the city must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes, when applicable. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Client shall be responsible for personal property taxes and real estate taxes on the Project. Core & Main shall be responsible for all taxes measured by Core & Main's income.

10. **Warranty.** The warranty provided by Core & Main and the manufacturer on Project Materials and Supplies, Work, and Services shall be as set forth in Appendix D.

11. **Indemnity.** Subject to Sections 13 and 14 of this Agreement:

(a) Except as otherwise expressly provided in Section 11(b) below, Client assumes all liability and risk associated with the use, operation, and storage of the Project Materials and Supplies and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project unless said damage, injury, or death is the direct result of Core & Main, its employees, and agents.

(b) Core & Main shall indemnify Client and employees against all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project. Core & Main and Client agree that Core & Main is responsible only for damages that result from the intentional misconduct or the negligent act or omission of Core & Main or its subcontractors.

12. **Safety.** Core & Main shall have the primary responsibility for the supervision, initiation, and maintaining all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations, ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main expected to do its Work are safe sites.

13. **Liability and Force Majeure.** Neither Core & Main nor Client shall be responsible to each other for any indirect, consequential, incidental, exemplary or special damages resulting in any form from the Project, whether arising out of warranty, indemnity, tort, contract, or otherwise. Neither Core & Main nor Client shall be responsible to each other for injury, loss, damage, or delay that arise from Force Majeure. Core & Main shall not be responsible for any equipment or supplies other than Project Equipment and Supplies.

14. **Insurance and Risk.** During the Term of this Agreement Core & Main shall maintain insurance as provided in Appendix B.

15. **Hazardous Materials.** The Project and the Work expressly excludes any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of Hazardous Materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the Hazardous Materials. Client is responsible for proper disposal of all hazardous materials, including but not limited to lithium batteries.

16. **Cleanup.** Core & Main will be responsible for keeping the Project area free from the accumulation of waste materials or trash that result from the Project-related Work. Upon completion of the initial Project-related Work, Core & Main will remove all waste materials, trash, tools, construction equipment and supplies, and shall remove all surplus materials associated with the Project.

17. **Delays and Access.** If conditions arise that delay the commencement, completion, or servicing of the Project as a consequence of Force Majeure or failure of Client to perform its obligation that prevents Core & Main or its agents from performing work, then Core & Main will notify Client in writing of the existence of delay and the nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, disbursement terms, and payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.

18. **Quality of Materials.** Core & Main will use the Project Materials and Supplies specified in Appendix A. Where brand names and part numbers are specified Core & Main will use the items listed in Appendix A unless specified items are unavailable or discontinued. In this instance Core & Main will work with Client to choose a substitute. Where brand names are not specified, Core & Main will choose Project Materials and Supplies that are within industry norms and standards. Should Client require Project Materials and Supplies with specific requirements, Client should make these specifications known in a timely manner. Core & Main can use Client-furnished or Client-specific materials; however, Client will need to provide them or pay the difference in price and labor should any exist. Examples of Client specific requirements include but are not limited to country or state of origin, union manufactured, specific brand, or manufacturing process.

19. **Financing.** If the Parties so agree and have so indicated in Section 1 of this Agreement, Core & Main shall provide financing for the Project pursuant to any separate Financing Contract executed and delivered by the Parties as contemplated by Appendix C. The Financing Contract is not part of this Agreement, and this Agreement is not part of the Financing Contract.

20. **Legal Governance.** The laws of the State shall govern this Agreement and the relationship of the Parties contemplated hereby.

21. **Dispute Resolution.**

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be submitted to mediation in accordance with Section 21(b) below.

(b) Except as provided herein, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the Parties have attempted in good faith to resolve the matter through a mediation proceeding, under the mediation procedure of the CPR Institute for Dispute Resolution ("CPR"), JAMS/Endispute, the American Arbitration Association ("AAA"), or as otherwise agreed upon by the Parties. Either Party may commence mediation by sending a written request for mediation to the other Party, within 45 business days following the expiration of the 15-business day period under subsection (a) above, setting forth the subject of the dispute and the relief requested. Unless the Parties agree otherwise in writing, a single mediator shall conduct the mediation, and the mediator shall be selected from an appropriate CPR, JAMS/Endispute, AAA or other panel as agreed upon by the Parties. The mediation shall be conducted in the county of the State in which Client has its principal office.

Each Party may seek equitable relief prior to or during the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the internal mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the Parties so desire.

(c) The Parties further agree that in the event any dispute between them relating to this Agreement is not resolved under Section 21(a) or (b) above, exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived. In the event of a breach or threatened breach by Client of this Agreement, Core & Main in its sole discretion may, in addition to other rights and remedies existing in its favor and without being required to post a bond or other security, apply to any court for specific performance and/or injunctive or other relief in order to enforce, or prevent the violation of, this Agreement. BOTH CLIENT AND CORE & MAIN HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

(d) All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.

22. Attorney's Fees. In the event of any litigation between Parties hereto arising from or with respect to this Master Project Agreement, the Parties will each bear their own attorneys' fees and costs of the action.

23. Assignability. Client may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without Core & Main's prior written consent.

24. Notices. All notices and communications related to this Agreement shall be made in following address:

If to Client: The City of Manhattan Beach
Attn: Shawn Igoe
3621 Bell Avenue
Manhattan Beach, CA 90266
(310) 802-5315

If to Core & Main: Core & Main LP
610 Young St.
Santa Ana, CA 92705

With a copy to: Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146
Ph: (314) 432-4700
Fax: (314) 432-2550

25. Binding Effect. Each of Client and Core & Main represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party enforceable against such Party in accordance with its terms.

26. Modifications. This Agreement shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed and agreed to by both Core & Main and Client.

27. Severability. Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

28. **Privacy.** The Privacy Policy of Core & Main may be accessed at the following URL:
www.coreandmain.com/privacy-policy/.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

“CORE & MAIN”

CORE & MAIN LP

By: Ray Seigworth

Printed Name: Ray Seigworth

Printed Title: Regional Vice-President

“CLIENT”

CITY OF MANHATTAN BEACH

By: _____

Printed Name: Bruce Moe

Printed Title: City Manager



Appendix A

Procurement, Installation, and Management Contract

Provider: Core & Main LP ("Core & Main")

Client: The City of Manhattan Beach, CA

This Procurement, Installation, and Management Contract (the "Installation Contract") is an Appendix to the Master Project Agreement of even date herewith (the "Master Agreement") concerning the Project referenced in the Master Agreement.

1. **Summary of Work.** The Summary of Work for the Project contemplated by the Master Agreement consists of application design of the AMR system, providing and installing all Project Materials and Supplies as listed in Exhibit A-1, and management of the installation process. The purpose of this Work is to upgrade the existing system in order to provide an AMR-capable system that will meet or exceed the Factory Installation Recommendations.

Summary of Work:

To Be Determined

2. **Project Implementation Period.** The Project is projected to commence on March 16, 2020, and will be implemented over an approximate 24 months period of time. Below is an estimated construction Schedule: Dates below would be discussed at time of kickoff meeting, based on city schedule and possible project management consulting services.

Estimated Construction Schedule:

Project Start Date	03/16/2020
25% Complete	183 Days After Start Date
50%	365 Days After Start Date
75%	548 Days After Start Date
100%	730 Days After Start Date

3. **Compensation.** Client agrees to pay Core & Main as estimated \$3,500,000.00 for the Project Materials and Supplies and Work as described in Exhibit A-1 and additionally for each supplemental item as required by Client and agreed by the parties. In addition, Client agrees to pay Core & Main for the Work and Services contemplated by this Procurement Contract as set forth in the Master Agreement. Payment terms shall be as follows:

(a) **Payment for Project Materials and Supplies.** Client will make payment to Core & Main for Project Materials and Supplies and the Work set forth in Exhibit A-1 within 30 days of the receipt of an invoice for such Project Materials and Supplies and Work (which will be invoiced no more frequently than weekly. No payment shall be made, however, until Client shall have issued a related Acceptance Certificate, which Client shall issue promptly following its receipt of Project Materials and Supplies.

(b) **Financing Contract.** Where the Parties have agreed to a separate Financing Contract (which is not part of this Contract, and this Contract is not part of the Financing Contract), payment shall be made as monies are advanced under the Financing Contract.

4. Installation Responsibilities of Core & Main.

(a) **Project Installation.** Core & Main agrees to do the Work, provide the Services, and furnish the Project Materials and Supplies in accordance with Client's specifications that are attached to this Installation Contract during the estimated construction period listed above. Core & Main will be responsible for installing the Project according

to manufacturer standards and such local standards, if any, as are attached hereto as are described as follows:

Core & Main will warrant the Project Materials and Supplies, the Work, and any other Services as provided in Section 10 of the Master Agreement. Client may elect to execute a Service Contract with Core & Main for additional maintenance provisions.

(b) Water Shutoffs. Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The Installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as: schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to their water needs. In order to prevent any damage from plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

In the event that the service location lacks a curb stop, or it is defective, Core & Main or its representative will contact the utility. In this event the utility will either A) authorize Core & Main to repair the defect at the price as listed in appendix A-1 or, B) the utility will repair the defect themselves and notify Core & Main that the repair has been made or, C) Exclude the meter change out from project.

(c) Meter Boxes, Vaults, and Roadways. Core & Main is responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the Cities representative, with appropriate lid selection, mutually agreed upon. The City of Manhattan Beach will retain all existing water meters and materials pulled from the ground during the installation.

(d) AMI Infrastructure Work. Core & Main will develop a *Scope of Work* specific to the design, deployment, and execution of any AMI infrastructure work as per the project needs. This *Scope of Work* will be tailored to the project, as well as any site specific conditions. Once this *Scope of Work* is developed and mutually agreed upon by the Parties, it will become extension to the Master Project Agreement Appendix A, and as such will be binding between the parties.

(e) Disposal. The City of Manhattan Beach will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(f) Certified Installers. In the event that the Installation Contract includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

(g) Liability.

Water Meter Change out: Core & Main is responsible for any damages that occur within 6" on either side of the water meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i.e.* leaks) Core & Main may document them and at Client's written request repair them for a negotiated price.

Back-Flow Prevention Devices: Core & Main will not be required to install or repair any Back-Flow Prevention Devices. Core & Main assumes no liability or responsibility for the proper functioning of these devices. Core & Main recommends that the Client notify each customer about the potential impact of thermal expansion, but leaves this decision to the discretion of the Client.

(h) Non-Covered Work. Contracted meter change outs contemplate a standard meter change out. In the event that locations exist where conditions exist which require nonstandard work (*i.e.* move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations alleys,

parking lots etc.), Core & Main and the City will discuss pricing and work may proceed from this point or the city may elect to excuse this work from the project. In any event where safety concerns would cause undue risk to the work Crews.

(i) Prevailing Wage. To the extent this Installation Contract calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code, Core & Main shall comply in all respects with all applicable provisions of the California Labor Code, Section 1720 *et seq.*

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data in Client's possession, including previous reports, maps, surveys, and all other information in Client's possession that Core & Main informs Client's representative is necessary as it relates to Project. Client shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, Client shall locate the meter in a timely manner.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and affiliates.

(c) Client Cooperation. Client support will be required during implementation of this Improvement Measure to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result.

(d) Timely Review. That Client through its designated representatives shall examine all invoices, and inspect all completed work by Core & Main in a timely manner. In the event that a Client delay results in the lack of a progress payment disbursement, reserves the right to delay further work without penalty until such time as payments are made. Core & Main further reserves all rights and options available to it under the Master Project Agreement.

IN WITNESS WHEREOF, the Parties have executed this Installation Contract as of February ____, 2020.

"CORE & MAIN"

CORE & MAIN LP

By: Ray Seigworth

Printed Name: Ray Seigworth

Printed Title: Regional Vice-President

"CLIENT"

CITY OF MANHATTAN BEACH

By: _____

Printed Name: Bruce Moe

Printed Title: City Manager



Exhibit A-1

Material Procurement Summary
For Installation Contract

Provider: Core & Main LP ("Core & Main")
Client: The City of Manhattan Beach, CA

This Material Procurement Summary is an Exhibit to and hence part of the Installation Contract contemplated by the Master Project Agreement (the "Master Agreement"), and it includes all Project Materials and Supplies to be used in connection with the Work contemplated by the Installation Contract and the Master Agreement, as the same will be identified specifically in future invoices generated by Core & Main and attached to each Acceptance Certificate (Exhibit A-2) contained in the Installation Contract. A summary of the Project Materials and Supplies required for the Project is as follows:

<u>Work Description and Pricing</u>
--

Core and Main will be supplying the material but also purchase the installation for the Base Station and Repeaters through Master Meter as well as all the hardware and software. This scope does not include meter or endpoint installation unless otherwise agreed upon for additional services with the City of Manhattan Beach.
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Exhibit A-2

Acceptance Certificate

Client under the Master Project Agreement (the "Master Agreement") with Core & Main LP hereby certifies:

This Acceptance Certificate is a Partial/Final (Circle one) Acceptance Certificate delivered under the Procurement, Installation, and Management Contract (the "Installation Contract") to which it is attached.

1. The Project Materials and Supplies listed on the attached invoice (or in the event of a final Acceptance Certificate all Project Materials and Supplies provided under the Installation Contract and the Master Agreement), have been delivered to Client.

2. Client has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of the Installation Contract, subject, however, to the warranty provided in Section 10 of the Master Agreement.

3. Based on and the acceptance set forth herein, Client agrees that the Manufacturer's Warranty Period on all water equipment shall be deemed to have begun on the date when the manufacturer shipped such equipment and that the Manufacturer's Warranty Period shall end in accordance to the referenced warranties in Appendix D, Exhibit D-1.

4. Client has examined all Work and Services performed by Core & Main and covered by the related invoice or draw requests and finds such Work and Services to have been performed in a workmanlike manner and in accordance with all applicable specifications. Client therefore accepts such Work and Services. Based on the acceptance set forth herein, Client agrees that the Warranty Period for the Work and Services shall end on _____, 20__ (i.e. one year from the date of shipment).

5. The following is a punch list of items left to be completed for current phase or final phase (Circle one) of the Project:

Insert Punch list

Agreed to and Accepted as of _____, 20__ by:

"CLIENT"

CITY OF MANHATTAN BEACH

By: _____

Printed Name: Bruce Moe

Printed Title: City Manager

Appendix B

- A. Minimum Scope and Limits of Insurance. Core & Main shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
- (1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Core & Main is a limited liability company, the commercial general liability coverage shall be amended so that Core & Main and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
 - (2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Core & Main does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Core & Main shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.
 - (3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Core & Main has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Core & Main shall execute a declaration that it has no employees.
- B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.
- C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City of Manhattan Beach ("City") and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.
- D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Core & Main's insurance and shall not contribute with it.
- E. Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Core & Main and Core & Main's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Core & Main hereby waives all rights of subrogation against City.
- F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Core & Main shall procure a bond guaranteeing payment of losses and expenses. In the event that that City exercises such option, City shall pay Core & Main any associated premium at cost upon receipt of evidence of such cost.
- G. Cancellations or Modifications to Coverage. Core & Main shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement unless it provides notice and evidence to the City that new or modified policies meet the requirements herein. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will deliver notice in accordance with policy provisions. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Core & Main shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- H. City Remedy for Noncompliance. If Core & Main does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Core & Main's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Core & Main's expense, the premium thereon. Core & Main shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Core & Main.
- I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Core & Main shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Core & Main may provide complete, certified copies of all required insurance policies to City. Core & Main shall maintain current endorsements on file with City's Risk Manager. Core & Main shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with

other policies providing at least the same coverage. Core & Main shall furnish such proof at least two weeks prior to the expiration of the coverages.

- J. Indemnity Requirements not Limiting. Procurement of insurance by Core & Main shall not be construed as a limitation of Core & Main's liability or as full performance of Core & Main's duty to indemnify City under this Agreement.
- K. Broader Coverage/Higher Limits. If Core & Main maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Core & Main. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- L. Subcontractor Insurance Requirements. Core & Main shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

APPENDIX C

(Reserved)

Appendix D

WARRANTY

The warranties on meters and equipment included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment included in Project Materials and Supplies that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project Materials and Supplies is attached hereto as Exhibit D-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Master Agreement, but with changes to apply only to purchases of meters and equipment occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such meters and equipment as noted in the applicable Acceptance Certificate attached to this Agreement as Exhibit A-2 ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on a meter or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work and Services provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed or such Services were provided (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to installation Work or Services during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work or Services necessary to bring Core & Main's installation Work and Services into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Exhibit D-1

Manufacturers' Warranties

Attached to this Exhibit D-1 are the manufacturers' warranties for each of the manufacturers of Project Materials.



**Consolidated
Measurement and
Systems Products
&
Meter Accuracy
Warranty**



Multi-Jet 5/8" – 2" and Positive Displacement 5/8" – 1"

Scope of Integrity

This warranty applies exclusively to Master Meter Multi-jet 5/8", 3/4", 1", 1.5", and 2" meters and Positive Displacement 5/8", 3/4", and 1" meters when used for clean cold potable water (per applicable AWWA Standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of Master Meter's shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from either Master Meter or an authorized Master Meter distributor. Coverage in both terms of time and registered usage is from date of shipment by Master Meter.

Materials and Workmanship

If used and installed as described above, Master Meter warrants all Multi-jet (5/8", 3/4", 1", 1.5" and 2") and Positive Displacement (5/8", 3/4", and 1") to be free from defects in materials and workmanship for a period of 24 months.

Case Integrity

If used and installed as described above, Master Meter, Inc. warrants that the low lead bronze cases of the 5/8", 3/4", 1", 1.5" and 2" Multi-Jet Meters and the 5/8", 3/4", and 1" Positive Displacement Meters will retain their structural integrity for a period of 25 years from the date of Master Meter shipment.

*The Master Meter Positive Displacement meets or exceeds the AWWA's most recent revision of C700 Standard for Accuracy
The Master Meter Multi-jet meets or exceeds the AWWA's most recent revision of C708 Standard for Accuracy.*

20 YEAR TOTAL ACCURACY GUARANTEE					
	5 YEARS NEW			15 YEARS REPAIRED	
	5/8" x 3/4"	3/4"	1"	1.5"	2"
NEW Meter Accuracy	5 Years or 750,000 USG	5 Years or 750,000 USG	5 Years or 1,100,000 USG	5 Years or 1,600,000 USG	5 Years or 2,100,000 USG
REPAIRED Meter Accuracy	15 Years or 2,500,000 USG	15 Years or 2,500,000 USG	15 Years or 3,250,000 USG	15 Years or 5,600,000 USG	15 Years or 10,400,000 USG



Ultrasonic Smart Measurement

SONATA Ultrasonic for Residential Applications

Scope of Integrity

This warranty applies exclusively to Master Meter Sonata 5/8", 3/4" and 1" meters when used for clean cold potable water (per applicable AWWA standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of Master Meter's shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from either Master Meter or an authorized Master Meter distributor. Coverage in both terms of time and registered usage is from date of shipment by Master Meter.

Case Integrity

If used and installed as described above, Master Meter warrants all Sonata meters (5/8", 3/4" and 1") will retain their structural integrity for a **period of 20 years**.

Electronics

If used and installed as described above, Master Meter warrants all Sonata meters (5/8", 3/4" and 1") batteries, transducers, LCD, and communications output (encoder, or integrated 3G Radio) will be warranted for a **period of 20 years**. Master Meter will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11 - 20 as listed below.

Accuracy

Master Meter warrants all Sonata meters (5/8", 3/4" and 1") will meet or exceed $\pm 1.5\%$ accuracy in the Normal Operating Range of the meter, as defined in the latest revision of the Sonata Product Data Sheet for a **period of 20 years**. Master Meter will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11 - 20 as listed below.

Ultrasonic Warranty Schedule

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Sonata 3G, Sonata Encoder										30%	30%	30%	30%	30%	40%	40%	40%	40%	40%
Octave																			

OCTAVE Ultrasonic for Commercial and Industrial (C&I) Applications

Scope of Integrity

This warranty applies exclusively to Master Meter Octave 1.5" - 12" meters when used for clean cold potable water (per applicable AWWA standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of Master Meter's shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from either Master Meter or an authorized Master Meter distributor. Coverage in both terms of time and registered usage is from date of shipment by Master Meter.

Case Integrity

If used and installed as described above, Master Meter warrants all Octave meters (1.5" - 12") will retain their structural integrity for a **period of 10 years**.

Electronics

If used and installed as described above, Master Meter warrants all Octave meters (1.5" - 12") main board, batteries, transducers and LCD will be warranted for a **period of 10 years**. Externally attached communication output modules (encoder, pulse, 4-20, dual output and Modbus) will be warranted for a **period of 1 year**.

Accuracy

Master Meter warrants all Octave meters (1.5" - 12") will meet or exceed $\pm 1.5\%$ accuracy in the Normal Operating Range of the meter, as defined in the latest revision of the Octave Product Data Sheet for a **period of 10 years**.



C&I Products – Turbines, Fire Hydrant Meters

Turbine Meters and Fire Hydrant Meters

Master Meter 2" – 8" bronze body and 10" and 12" cast iron body **Turbine Meters** and **Fire Hydrant Meters** are warranted to perform to all applicable AWWA accuracy standards. Turbine and Fire Hydrant Meters are warranted to be free from **material and workmanship** defects for **two years (24 months)** as of the date of Master Meter's shipment. Master Meter Turbine and Fire Hydrant Meters are warranted to be free from material and workmanship defects for **one (1) year** as of the date of Master Meter's shipment.

ALL MASTER METER PRODUCTS NOT SPECIFICALLY IDENTIFIED ABOVE, OR ANY METER USED FOR NON-POTABLE WATER, ARE WARRANTED TO BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP FOR ONE (1) YEAR AS OF THE DATE OF MASTER METER'S SHIPMENT.



Register & Electronics – General Limited Warranty

Years

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

Direct Read Register

3G-DS AMR & External Transceivers

30% 30% 30% 30% 30% 40% 40% 40% 40% 40%

3G-DS Interpreter and Interpreter II Register & External Transceivers

30% 30% 30% 30% 30% 40% 40% 40% 40% 40%

Allegro™ Registers & External Transceivers

30% 30% 30% 30% 30% 40% 40% 40% 40% 40%

Interpreter Register for GridLink™ & External Transceivers

30% 30% 30% 30% 30% 40% 40% 40% 40% 40%

Interpreter Register for Itron® & External Transceivers

30% 30% 30% 30% 30% 40% 40% 40% 40% 40%

eLinx Electronic Encoder Register

AccuLinx Encoder Register

ReadMaster™ Register

Prorated Replacement Cost

DISCOUNT PERCENTAGES WILL BE APPLIED AGAINST PUBLISHED LIST PRICES IN EFFECT AT THE TIME THE PRODUCT IS ACCEPTED BY MASTER METER UNDER WARRANTY CONDITIONS. THE WARRANTIES CONTAINED ABOVE HEREOF ARE THE ONLY WARRANTIES WITH RESPECT TO THE LISTED PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES OR ARISING BY LAW. IN PARTICULAR, MASTER METER DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SHALL BE VOID IN THE EVENT THAT MASTER METER DETERMINES THAT THE FAILURE OR DEFECT IN THE LISTED PRODUCT HAS ARISEN AS A RESULT OF THE PRODUCT BEING USED FOR ANY PURPOSE OTHER THAN THAT WHICH WAS INTENDED AND APPROPRIATE AT THE TIME OF MANUFACTURE INCLUDING USE IN A CONFIGURATION OTHER THAN AS RECOMMENDED BY MASTER METER OR AS A RESULT OF IMPROPER INSTALLATION OR MAINTENANCE.

I. Master Meter, Inc. ("Master Meter") warrants its products and parts to be free from defects in material and workmanship for **one (1) year** from the date of Master Meter's shipment, if not otherwise specified or as set forth in this document.

II. Allegro™ Integrated registers and Allegro™ External Transceiver Modules are warranted to be free from defects in materials and workmanship for **Ten (10) years** from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following **Ten (10) years** based on the discounted rate value listing above (configured to the original factory settings of twice daily transmissions of 12 hourly interval reads, allowing for no more than 2 customer requested firmware upgrades for the life of the product, and no more than 4 data logs per year.) All other Allegro System Components are warranted to be free from defects in materials and workmanship for **One (1) year** from date of shipment by Master Meter.

III. DIALOG 3G™ DS, DIALOG 3G™ DS Interpreter / Interpreter II registers, and DIALOG 3G™ External Transceiver Modules are warranted to be free from defects in materials and workmanship for **Ten (10) years** from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following **Ten (10) years**

based on the discounted rate value listing above (configured to the original factory settings with a typical usage of no more than 4 data logs per year.) All other DIALOG 3G DS System components and features are warranted to be free from defects in materials and workmanship for **One (1) year** from date of shipment by Master Meter.

IV. Interpreter™ Register with GridLink™ Protocol, Interpreter™ Register with Itron® (formerly Silver Spring Networks) Protocol, and all GridLink or Itron External Transceiver Modules operating on the GridLink and Itron Network are warranted to be free from defects in materials and workmanship for **Ten (10) years** from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following **Ten (10) years** based on the discounted rate value listing above (configured to the original factory settings.) All other System Components for Registers based on GridLink and Itron Network are warranted to be free from defects in materials and workmanship for **One (1) year** from date of shipment by Master Meter.

V. AccuLinx™, eLinx™, and DIRECT READ registers are warranted to be free from material and workmanship defects for **ten (10) years**, and DIRECT READ registers for **fifteen (15) years**, from date of Master Meter shipment. All other Master Meter products not specifically



identified above are warranted to be free of defects in materials and workmanship for **one (1) year** from date of Master Meter shipment.

VI. **ReadMaster™** registers are warranted to be free from material and workmanship defects for **five (5) years** from date of shipment by Master Meter (configured to the original factory settings four (4) transmissions daily). All other ReadMaster system components not specifically identified above are warranted to be free of defects in materials and workmanship for **one (1) year** from date of shipment by Master Meter.

VII. **DIALOG 3G™ Gas Modules and DIALOG 3G™ Electric Modules** are warranted to be free from defects in material and workmanship for **one (1) year** from date of shipment by Master Meter.

VIII. **RETURNS:** Master Meter's obligation, and Customer's exclusive remedy, under this Limited Warranty is, at Master Meter's option, to repair or replace the product, provided the Customer (a) returns the product to the location designated by Master Meter within the warranty period; and (b) prepays the freight costs to such location.

Warranty & Limits of Liability

This warranty does not apply to meters or registers determined by Master Meter, at its sole discretion, to have been damaged by aggressive water conditions, foreign matter in water, vandalism, negligence, installation not in accordance with Master Meter, Inc. installation instructions, misapplication or other use not as described on this document, acts of God or other conditions beyond the control of Master Meter, Inc. This warranty is null and void if it is determined by Master Meter that a meter is altered by the addition of any register not manufactured by or on behalf of Master Meter, Inc. for its specific model and size. If a meter is claimed to breach the accuracy guarantees as stated herein, the customer shall submit a certified copy of the test results at the time the meter is returned to Master Meter, Inc. The accuracy warranty shall be void if an examination of the customer's water system shows poor water quality causing an unusually adverse effect on metering equipment.

Master Meter's liability under this warranty is expressly limited to repair or replacement of the product, or similar product and/or component, at Master Meter's sole discretion, at Master Meter's option. The repaired or replacement product will maintain the original meter's warranty based on the original purchase date. The customer must pay for freight cost of the returned product or products to the factory or service center designated by Master Meter. The product returned becomes the property of Master Meter.

If product is not determined to be under warranty, customer will pay freight for return of the original product. If the product is determined to be under warranty, the product will be repaired and returned to the customer, replaced, or Master Meter will determine a suitable substitute (at Master Meter's sole option), with freight paid by Master Meter. The original product returned becomes the property of Master Meter. Master Meter shall not be liable for special, incidental, indirect or consequential damages of any kind.

The return of products for warranty claims must follow Master Meter's Returned Materials Authorization (RMA) procedures. All Master Meter Products returned must be affixed with an approved Return Authorization form. For all returns, Master Meter reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Master Meter may, at its discretion, replace such Obsolete Product with a different product model ("Replacement Product"), provided that the Replacement Product has substantially similar features as the Obsolete Product.

Any description of product, whether in writing or made orally by Master Meter, Inc. or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, data sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied warranty. Any suggestions by Master Meter, Inc. or its agents regarding use, application, or suitability of product shall not be construed as an express or implied warranty unless confirmed to be such in writing by Master Meter, Inc.

If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity shall not affect any other provision or portion thereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

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Sole Remedy. THIS LIMITATION OF LIABILITY SETS FORTH MASTER METER'S SOLE LIABILITY AND ENTIRE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST MASTER METER.

Governing Law and Venue. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CHOICE OF LAW RULES, WITH JURISDICTION AND VENUE IN THE STATE OR FEDERAL COURTS OF TARRANT COUNTY, TEXAS. THE PARTIES CONSENT TO THE PERSONAL JURISDICTION OF, AND VENUE IN, SUCH COURTS AND AGREE THAT NO SUCH COURT IS AN INCONVENIENT FORUM.

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